

Miscellaneous Record No. 120

83399. K-B. PRINTING CO. OMAHA

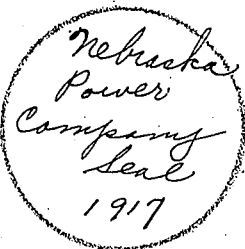
FLEXIBLE HINGE
L.L. BROWN & CO. PAPER CO.
LINEN

way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

Attest:
F.J. Moylan
Secretary

NEBRASKA POWER COMPANY
By Roy Page
Vice-President and General Manager



Witnesses:
J.R. Fugate
J.R. Fugate

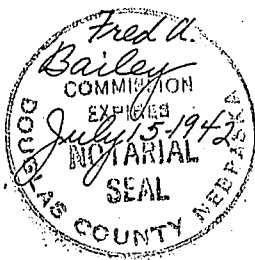
Helen Gail Tracy
Helen Gail Day
Grantor

Approved:
C.W. Minard
Chief Engineer

State of Nebraska)
County of Douglas) ss.

On this 30 day of December, 1936, before me the undersigned, a notary public in and for said County and State, personally appeared Helen Gail Tracy, now known as Helen Gail Day personally to me known to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Fred A. Bailey
Notary Public

My commission expires on the 15 day of July, 1942.

State of Nebraska)
County of Douglas) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 17th day of February, A.D., 1937, at 2:23 o'clock, P.M.

Thomas J. O'Connor,
Register of Deeds.

Compared by T&W

18. Contract)
Nebraska Power Company) This indenture made this 4 day of January, 1937, by and between
and) Nebraska Power Company, a corporation hereinafter called "The Company"
Ralph D. Powell & Wf.) and Ralph D. Powell and Rosamond A. Powell, husband and wife of the
County of Douglas State of Nebraska, hereinafter called "Grantors":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantors, and the further payment of a sum to make a total payment of \$15.00 per pole for each and every pole location on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantors do hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Douglas County, state of Nebraska, to wit:

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Lots One (1) and Two (2) in Subdivision of Block Twelve (12), West Benson, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

The electric transmission line shall be built of single pole structures with a spacing generally approximately 300 feet. The individual poles shall be located at points six feet East of the West line of above described premises, said West line being the East right-of-way line of the Chicago and Northwestern Railroad Company. Where practicable, the Company shall locate its poles adjacent to property division or fence lines.

In the event no poles are set on the above described premises, the right-of-way being of an aerial nature only, then the Company shall make the necessary additional payment to make a total payment of \$10.00.

The Grantors do hereby further grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantors adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantors do hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Twenty-five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of by Burning brush and piling wood.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantors and the Company agrees to indemnify and save harmless the Grantors from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines.

The Company agrees that should the transmission lines constructed hereunder be abandoned for a period of five years, the right of way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect against the property hereinabove described.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing at West $\frac{1}{4}$ Corner Section 4-15-12 and ending at SE Corner Section 10-15-12 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantors in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantors this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantors. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantors on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

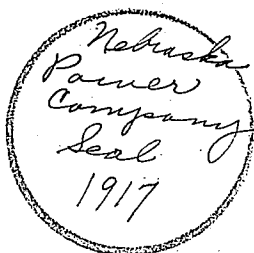
Attest:

F. J. Moylan
Secretary

Witnesses:

J. R. Fugate
J. R. Fugate

Approved: C. W. Minard, Chief Engineer



NEBRASKA POWER COMPANY

By Roy Page
Vice-President and General Manager

Ralph D. Powell

Rosamond A. Powell
Grantors

Miscellaneous Record No. 120

FLEXIBLE HINGE
PATENTED
L.L. BROWN & SONS
LINEN PAPER CO.
LEADER

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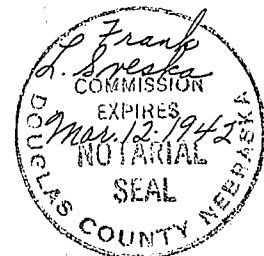
State of Nebraska)
County of Douglas) ss.

On this 4th day of January, 1937, before me the undersigned, a notary public in and for said County and State, personally appeared Ralph D. Powell and Rosamond A. Powell, husband and wife personally to me known to be the identical persons who signed the foregoing instrument as Grantors and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Frank L. Sveska
Notary Public

My commission expires on the 12 day of March, 1942



State of Nebraska)
County of Douglas) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 17th day of February, A.D., 1937, at 2:22 o'clock, P.M.

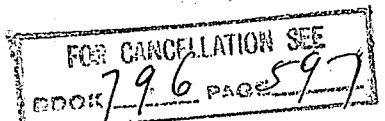
Thomas J. O'Connor,

Register of Deeds.

Compared by T&W

1. Assignment of Rents

Charles C. Lang Jr. & Wf.



to) In consideration of a loan of \$2450.00 made by the Occidental Occidental Building & Loan Assn.) Building and Loan Association, we the undersigned Charles C. Lang, Jr., and Almyra W. Lang, husband and wife, of the County of Douglas, Nebraska, hereby grant and convey to said Association full power and authority to collect the rentals from the premises hereinafter described, or any part thereof, in such manner as said Association and its authorized agents may deem best, and in default of the payment of said rent, or any part thereof, to proceed in the name of the owners of said premises, to recover said rent in such manner as said Association may deem best; to commence and prosecute actions to recover possession of said premises in the name of and at the expense of the owners thereof and to procure new tenants and make leases in the name of said owners. As additional collateral security for the payment of said loan, with interest as agreed in the note and mortgage given in connection with said loan, the undersigned further assign, transfer and set over to said Association the net proceeds arising from the rentals from the following described premises situate in the County of Douglas and State of Nebraska, to wit:

Lot Twenty-two (22), Block Two (2), in Maplewood Addition to the City of Omaha, as surveyed, platted and recorded; otherwise known as 4277 Wirt St.

Said Association may, in its discretion, use the rents so far as it deems necessary for the purpose of making repairs upon the premises and for the payment of insurance premiums, taxes and assessments upon said premises, but said Association shall in no case be liable for the failure to procure tenants, to collect rents, or to prosecute actions to recover possession of said premises.

This agreement shall not be terminated without the written consent of said Association, and shall be binding upon the undersigned and upon the heirs, representatives, successors and assigns of the undersigned.

Dated this 1st day of February, 1937.

Witness:
Glenn Prigeon

Charles C. Lang Jr.
Almyra W. Lang